BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO:

BESCOM/2025-26/IND0189
(BESCOM/2025-26/BCP-1645)

Instruction To Bidders (ITB)

FOR

Procurement of 11KV Horizontal Cross Arms (GI)

.

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

VOLUME-I

SECTION – ITB

INSTRUCTION TO BIDDERS

A. INTRODUCTION

The Chief General Manager (Ele.), Procurement, Corporate Office, II Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender for **Supply of 11kV Horizontal Cross Arms (GI) through Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/)**

1. Enquiry No.	BESCOM/2025-26/IND0189 (BESCOM/2025/BCP-1645)
2. Material	For supply of **Horizontal Cross Arms (GI)**
3. Quantity	65000 Nos.
4. Amount put to tender as per SR 2023-24.	**Rs.308.57 Lakhs**
5. Tender System	Two Tender Document System
6. Date of availability of Bids	**01.01.2026 onwards**
7. Pre bid meeting on	**09.01.2026 12.00 PM**
8. Due date for submission of Bids	**31.01.2026, 17:15 Hours**
9. a) Date of opening of Techno-commercial bid b) Date of opening of Price Bid	a) **02.02.2026 11.00 Hrs** b) Will be opened in Karnataka Public Procurement Portal after completion of techno commercial evaluation.
10. Tender processing fee	Refer KPP Portal https://kppp.karnataka.gov.in
11. Earnest Money Deposit	Refer EMD Clause in the tender Documents
12. Schedule of requirements	The delivery schedule is as per schedule-V and will be intimated in the purchase order also and the successful Bidder shall adhere to the delivery schedule of the Purchase Order.
13. General Terms and Conditions	Enclosed herewith
14. Technical Specifications & Drawing	Enclosed herewith

15. Price Bid	The Bidder shall quote **Unit computed FORD price** on the KPP portal in the option of **''item wise bid commercial offer**'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain Ex-works price, tax structure as applicable like Ex-works, CGST, SGST/IGST, F&I on KPP portal.

1.0 Scope:

The Scope of the contract will include the following:

a) Manufacture, Testing and Supply of 11KV Horizontal Cross Arms (GI).
b) Conducting tests & inspection on the Horizontal Cross Arms (GI) sets at manufacturer end.
c) Packing, Preservation, Transportation from the Manufacturer's works place to the consignee stores as detailed in the Technical Specification & Drawing.
d) Delivery including loading & unloading of materials at Consignee Stores

2.0 <u>Issue of Tender Documents.</u>

Bidders can download the tender documents from Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) from **01.01.2026**. The Pre bid meeting is convened on **09.01.2026 @ 12.00 PM at** O/o Chief General Manager (Ele.,) Procurement, 2nd Floor, Block-II, Corporate office, BESCOM, K. R Circle, Bengaluru-560 001. Aspirant Bidders may attend the meeting for any clarification. Letters seeking clarifications received subsequent to THE ABOVE date and time will not be entertained. Interested Bidders may also submit online queries through the KPP portal ON OR BEFORE 09.01.2026 @ 11:00 Hrs.

3.0 <u>Submission & Opening of Tender Documents</u>.

All the Tender Documents shall be uploaded through Karnataka Public Procurement Portal on or before **31.01.2026, 17:15 Hrs.**

The Technical bids will be opened on **02.02.2026, 11:00 Hrs** in the Karnataka Public Procurement Portal. Price bids of Techno-Commercially responsive firms will be opened after completion of Techno-Commercial evaluation.

4.0 General Conditions:

a. Notwithstanding the above, if it is found that the performance vis-s-vis the Purchase Orders placed on the Bidder by ESCOMs is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

b. Even though the Bidders meet the required qualifying criteria, as per their statements they are subject to be disqualified if they have,

   - Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.
   - Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
   - Participated in the previous Tender for the same materials and had quoted unreasonably high tender prices and could not furnish rational justification/ have not completed the order after obtaining the order.

c. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security and disqualify the offer of such Bidder and blacklist the firm.

d. In the event of the information furnished by the Bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

e. The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.

f. The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer.

g. Quantities noted above are provisional. As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the

finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.

h. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
i. Conditional offers are liable for rejection.
j. BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
k. The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.
l. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
m. BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.
n. **BESCOM** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.
o. The Bidder shall have to be an entity registered in India in accordance with law.
p. The Bidder shall follow Indian laws regulations and standards.
q. All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.
r. In the event of the order, randomly selected samples from any one of the lot supplied to the store by the supplier may be type tested as per the relevant IEC/IS at M/s CPRI/ERDA at firm's cost at the discretion of BESCOM.

5.0 QUALIFYING REQUIREMENTS:

Sl. No.	Qualifying Requirements	Documents to be uploaded
	The Bidder should be in existence as any of the following: a) Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto; b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; c) Partnership Firm under Partnership Act, 1932 in India;	a) i. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. b) i. Declaration from Directors of the Company in MBP-1 Form stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender (s). i. Certification of Incorporation issued by Registrar of Companies as per LLP Act 2008. ii. Limited Liability Partnership Agreement of LLP.

	d) Sole Proprietorship Concern	c) i. Partnership Deed, GST Registration certificate. ii. Shops & Establishment Registration certificate, as applicable. d) PAN/GST Registration certificate.

Sl. No.	**Qualifying Requirements**	**Documents to be uploaded**
2	The Tenderer should have manufactured and supplied at least 80% ***(40% to Micro and small Enterprises***) of the tendered quantity of 11KV/LT Line Materials in any one of the last 3 preceding years **i.e., 2022-23, 2023-24, & 2024-25** (***last 2 years i.e., 2023-24 & 2024-25 for Micro & Small Enterp*rises**) to any Electricity Distribution Companies or Govt. Electrical Utilities/PSUs.	Scanned copies of order completion certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of concerned Electricity Distribution Companies or Govt. Electrical Utilities/PSUs shall be uploaded. Micro & Small Enterprises shall upload valid MSME (UDYAM) registration certificate obtained from the competent authority certifying that Bidder is a Micro and Small Enterprises.
3	The Bidder shall upload performance certificate issued by any Electricity Distribution Companies or Govt. Electrical Utilities/PSUs for having satisfactory operation for at least one year as on the date of bid submission for minimum of 80% of the tendered quantity ***(However it will be 40% to Micro and small Enterprises)*** of 11 kV/LT Line Materials in any one of the last 3 preceding years (**i.e., 2021-22, 2022-23, & 2023-24** (***last 2 years i.e., 2022-23 & 2023-24 for Micro & Small Enterp*rises**).	Scanned copies of Performance Certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of the Electricity Distribution Companies or Govt. Electrical Utilities/PSUs shall be uploaded. Micro & Small Enterprises shall upload valid MSME (UDYAM) registration certificate obtained from the competent authority certifying that Bidder is a Micro and Small Enterprises.
4	The Average Annual Financial Turnover of the Bidder shall not be less than the Amount Put to Tender (***However it will be 50% in respect of Micro & Small Enterprises***) during the preceding 3 financial years **i.e. 2022-23 2023-24 and 2024-25** (***However, it will be last 2 years i.e., 2023-24 and 2024-25) for Micro & Small Enterprises***).	Certified copies of Audited Financial Statements such as P&L Statement, Balance Sheets for the required FYs shall be uploaded.
5	The Liquid Assets as on **31.12.2025** at a last date of previous month of	The cash at Bank, Bank Deposits and availability of fund based credit

	tender inviting date or at a later date before submission of the bid consisting of Cash at Bank + Term Deposits + availability of fund based credit facilities in any Nationalized/ scheduled Bank shall not be less than **25% of the amount put to tender**.	facilities shall be supported by a certificate issued by Nationalized/ Scheduled Bank shall be uploaded. If the Bidder has banking with more than one Bank, then the available balance liquid assets mentioned above on a particular date i.e., as on the last date of previous month of tender inviting date or any date before submission of tender shall be the same date and time for all the banks. In case of Fund Based credit facility, the certificate issued by Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on the last date of previous month of tender inviting date or at a later date, before submission of the bid shall be uploaded. The certificate shall be submitted in the format as per Annexure-I.
6	The Bidder should not be under **Default/Debarred/ Blacklisted by any Electricity** Distribution Companies or Govt. Electrical Utilities/ PSUs, as on the date of bid submission.	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- by the Bidder adhering to this clause shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**
7	**<u>Litigation History:</u>** The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years, a consistent history of awards involving litigation against the Bidder or any partner may result in rejection of Bid.	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**
8	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority.	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/- shall be uploaded regarding Boarder sharing or not. If the Bidder is from a country which shares a land with India, Registration

	(As per Government Order No. FD 455 Exp-12/2020 dated 25.08.2020.)	certificate issued by the competent authority shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**
9	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: ***I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)***	Scanned copy of the self-declaration in the prescribed format as per Annexure II on notarized stamp paper of Rs.500/- shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**

Note: 1. ***The self-declaration for QR 6,7,8 & 9 may be provided on a single notarized stamp paper of Rs.500/-***

No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.
iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.

ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

6.0 Two Tender Document System

Tender should be in two parts namely Part-I: Techno commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

a. **Part-I: TECHNICAL BID: The technical documents shall be uploaded in KPP portal.**

The necessary documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal.

b. **Part II: PRICE PROPOSALS:**

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable taxes and duties** in the Karnataka Public Procurement portal in the option of **''item wise bid commercial offer''** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain Ex-works price, tax structure as applicable like CGST, SGST/IGST, F&I and etc., in KPP portal.

7.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

8.0 CONTENTS OF BIDDING DOCUMENT

The Bidding Document is a compilation of the following Sections:

Section-I	**IFB**-Invitation For Bids
Section-II	**ITB**-Instructions To Bidders
Section-III	**GCC**-General Terms and Conditions of Contract
Section-IV	**SCC-** Special Conditions of Contract
Section- V	Schedule of Requirements
Section- VI	Technical Specifications
Section- VII	Declaration Forms
Section- VIII	Techno-Commercial sheets

9.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

10.0 CLARIFICATIONS ON BID DOCUMENTS

10.1 If the prospective Bidder finds discrepancies or omissions, in any terms/conditions and documents or if the bidder is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the owner.

10.2 A prospective Bidder requiring any interpretation/clarification of Bid Documents may notify the Owner in writing or through KPP Portal within the date notified in the KPP Portal as well as Bidding documents. The Clarifications to the queries will be issued in the KPP Portal to any request which is received not later than the date indicated in the Bid document and the KPP portal, if found necessary.

10.3 Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to THE CHIEF GENERAL MANAGER (Ele), PROCUREMENT, 2nd FLOOR, 2ND BLOCK, CORPORATE OFFICE, BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM), K.R. CIRCLE, BENGALURU-560 001 on or before the date and time as mentioned in the KPP platform/ Bid Document.

10.4 Requests for clarifications received subsequent to the mentioned date will not be entertained.

10.5 Verbal clarification and information given by BESCOM or its employee(s) or

its representative(s) shall not in any way be binding on the BESCOM.

11.0 AMENDMENT TO BIDDING DOCUMENT

11.1 BESCOM reserves the right to issue amendments or clarifications to the specifications and documents giving reasonable time prior to the bid opening for any reason whether at its own initiative or in response to interpretations/clarifications requested by prospective bidder. Such amendments or clarifications shall be given due consideration by the bidders while they submit their bids and the bidders shall invariably upload such documents there on as a part of their bids. All such amendments, clarifications etc., shall be published in Karnataka Public Procurement portal against the tender. BESCOM shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

11.2 In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

12.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder shall be in the English language. Supporting documents and any printed literature furnished by the Bidder may be in another language, provided they are accompanied by an English translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

13.0 DOCUMENTS COMPRISING THE BID

a. The Bidder shall submit the Electronic Bid sheets inclusive of Price bid (Prices shall be quoted in Karnataka Public Procurement portal only) Technical Data Requirements etc., furnished in the bidding documents, indicating, for the services to be rendered, quantity and prices. The

Tender should be uploaded in the Karnataka Public Procurement Portal under a Two Tender document system comprising of Technical Bid and Price Bid.

b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.

c. SSI Certificate shall be uploaded with the Techno Commercial Bid if applicable.

d. The EMD shall be paid in accordance with the EMD clause of this section.

14.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

14.1 The Bidders shall pay **EMD of Rs.3,10,000.00** through any of the e-payment modes mentioned, in the KPP Portal. For payment of EMD through KPP Portal, please refer clause 15.0.

14.2 EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption and further tender process.

14.3 Earnest money deposited by unsuccessful Bidders will be returned after the tender has been finalized.

14.4 EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

14.5 The deposit towards EMD as above shall not carry any interest.

14.6 Permanent EMD will not be considered.

14.7 EMD so deposited will be liable for forfeiture:

a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;

b. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

c. In case of a successful Bidder, if the Bidder fails to deliver the materials/equipments;

d. If the Bidder does not accept the arithmetical correction of its Bid Price.

e. If MSME registered Bidder's desires to withdraw their bids within the bid validity period, then such Bidders will be backlisted at the discretion of BESCOM.

15.0 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The Bidders should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal using any of the following payment modes:

a) Credit Card
b) Direct Debit
c) National Electronic Fund Transfer (NEFT)
d) Over the Counter (OTC)

NOTE: - EMD payment at KPP portal is through bank gateway as indicated in the KPP portal.

For further clarification, contact KPP portal.

KPP Portal Help Desk: Phone No: +91-8046010000, +91-8068948777 E-mail: support@eprochelpdsk.com**.**

16.0 PERIOD OF VALIDITY OF BIDS

a. Bids shall remain valid for **180 Days** from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

b. In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including email). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

17.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

18.0 PRICES:

a. The Prices are **fixed throughout the period of contract.**

b. Any variation in the quoted rates will not be allowed on any ground, such as a mistake while quoting in the KPP portal, misunderstanding etc., after the bid has been submitted. If the firm becomes lowest tenderer by virtue of such rates quoted, and does not agree to supply at the quoted rates, the E.M.D. of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

19.0 COST AND CURRENCY:

The Bidders shall quote their offer as prescribed in the **price bid** in Indian Rupees only including the following:

i. Cost of the equipment/material.
ii. Transportation and forwarding charges to the designated store in BESCOM jurisdiction.
iii. Insurance to cover material to cover up to Supply/installation at the BESCOM site and handing it over to the BESCOM.
iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
v. Bidders have to make their own arrangements for obtaining road permits wherever needed.
vi. Entry Tax and octroi must be mentioned separately if applicable.

20.0 TAXES AND DUTIES:

The Bidders have to quote GST, F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as all inclusive of taxes, duties and F&I charges**.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.
ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.
iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier. But, if there is any reduction during the extended period of contract, same shall be passed on to BESCOM.

D. SUBMISSION OF BIDS

21.0 FORMAT OF BID

a. The **bids** shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPP Portal and non-payment of EMD** will be **treated as disqualified.**

b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences electronically would result in outright rejection of their offers.**

d. The following Documents are to be sealed in a cover and sent to the **Chief General Manager (Elec), Procurement, 2nd Block, 2nd Floor, Corporate Office, K.R. Circle, Bangalore-560001**, so as to reach on or before the last date and time for submission of the bid through KPP Portal i.e. on or before 15.11.2025 17:15 hrs, indicated in the Notification / Section ITB.

1) All Original Self declaration to be submitted on stamp paper.

22.0 DEADLINE FOR SUBMISSION OF BIDS

a. Bids must be **uploaded in the KPP portal on or before due date for bid submission.**

b. Owner may, at its discretion, extend this deadline for the submission of bids in KPP Portal, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

23.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

24.0 LATE BIDS

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

25.0 OPENING OF BIDS

Owner will open the technical bids submitted through KPP portal on the date notified.

26.0 CLARIFICATION OF BIDS

During evaluation of tender, owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

27.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in KPP Portal will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

28.0 PRELIMINARY EXAMINATION

a. BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been uploaded, whether the documents are generally in order.
b. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy

between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

c. BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

29.0 OPENING OF PRICE BID: The price bids of all the technically responsive Bidders will be opened, as on the date and time intimated in KPP portal.

30.0 EVALUATION/COMPARISON OF PRICE BIDS

a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes and transportation and loading and unloading if any.

b. As per the Finance Department, Govt. of Karnataka Notification No. FD 680 Exp-12/2022 dated 02.01.2025, the tender is subjected to Electronic Reverse Auction when there are three or more qualified bidders:

c. In the event of less than three qualified bidders and Tenderers quote the same L1 price for the tendered material/equipment then following procedure shall be followed for declaration of Successful L1 Tenderer.

- All the Bidders who have quoted the same L1 price for the tendered material shall be invited for price negotiation and after obtaining the negotiated rates, the Bidder who has offered the lowest negotiated price after price negotiation shall be declared as a Successful L1 Tenderer.
- Even after price negotiation, the negotiated price of two or more L1 Tenderers remain the same, the Tenderer having the highest Average Annual Turnover as per the turnover clause specified in Qualification Criteria shall be declared as the Successful L1 Tenderer.
- Decision of BESCOM will be final in this regard.

d. The purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the technical responsive bidders in accordance with provisions of KTPP act & its amendments.

31.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration.

32.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

33.0 AWARD CRITERIA

Chief General Manager (Ele.,), procurement will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially techno commercially responsive and has been determined as the lowest evaluated bid, in accordance with provisions of KTPP act and its amendments at the approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

34.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to issue of purchase order, without thereby incurring any liability to the affected Bidder or Bidders.

35.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

36.0 NOTIFICATION OF AWARD

Prior to the expiration of the period of bid validity and extended validity period, if any, the Bidder will get information on KPP portal that its bid has been accepted.

37.0 EFFECT AND JURISDICTION OR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

38.0 TERMINATION FOR DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days' written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

39.0 LOCATION OF SUPPLY:

This Tender is being floated by the Corporate Office of BESCOM. 11kV Horizontal Cross Arms being procured through this Tender shall be supplied by the Successful Bidder at the consignee stores furnished along with the Purchase Order/Dispatch Instruction. BESCOM reserves the right to make changes in the locations list given to the supplier.

40.0 For any technical support regarding KPP portal please Contact KPPP help desk. Supports Timings: (9.00 am to 9.00 pm)

Help Desk: 91-8046010000 +91-8068948777 Or E-mail:

support@eprochelpdesk.com

Sd/-

Chief General Manager

(Ele.,)

Procurement, BESCOM